

OCIS Case Summary for CJ-2012-4521- COUSINO, DENNIS v. MASS MUTUAL LIFE INSURANCE... Page 1 of 3

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY, OKLAHOMA

DENNIS COUSINO, Plaintiff, v. MASS MUTUAL LIFE INSURANCE COMPANY, Defendant.	No. CJ-2012-4521 (Civil relief more than \$10,000: BREACH OF AGREEMENT - CONTRACT) Filed: 08/28/2012 Judge: Fitzgerald, Mary
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Parties

COUSINO, DENNIS, Plaintiff
MASS MUTUAL LIFE INSURANCE COMPANY, Defendant

Attorneys

Attorney
HAGEDORN, FRANK M(Bar # 3693)
320 BOSTON AVENUE
SUITE 200
TULSA, OK 74103

Represented Parties
COUSINO, DENNIS

HASTINGS, CHRIS(Bar # 14735)
1323 EAST 71ST ST
SUITE 100
TULSA, OK 74136

COUSINO, DENNIS

Events

Event	Party	Docket	Reporter
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Issues

For cases filed before 1/1/2000, ancillary issues may not appear except in the docket.

Issue # 1.

Issue: BREACH OF AGREEMENT - CONTRACT
(CONTRACT)
Filed by: COUSINO, DENNIS
Filed Date: 08/28/2012
Disposition Information:

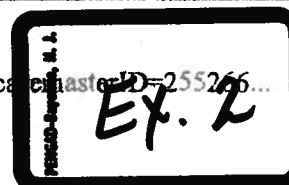
Party Name:

Defendant: MASS MUTUAL LIFE INSURANCE
COMPANY


Pending.

Docket

Date	Code	Count	Party	Serial #	Entry Date	User Name		
08-28-2012	TEXT	1		82713655	Aug 28 2012 1:27:28:687PM	OSCN\JoAnneOlmstead	-	\$ 0.00
CIVIL RELIEF MORE THAN \$10,000 INITIAL FILING.								
08-28-2012	CONTRACT	-		82713657	Aug 28 2012 1:27:28:717PM	OSCN\JoAnneOlmstead	Realized	\$ 0.00
BREACH OF AGREEMENT - CONTRACT								
08-28-2012	DMFE	-		82713658	Aug 28 2012 1:27:28:737PM	SYSTEM\Autodocket	Realized	\$ 2.00
DISPUTE MEDIATION FEE(\$ 2.00)								



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08-28-2012	PFE1	-	82713659	Aug 28 2012 1:38:54:407PM	OSCN\DebbieJoshlin	Realized	\$ 163.00
	PETITION(\$ 163.00)  Document Available (#1019385136)						
08-28-2012	PFE7	-	82713660	Aug 28 2012 1:27:28:737PM	SYSTEM\Autodocket	Realized	\$ 6.00
	LAW LIBRARY FEE(\$ 6.00)						
08-28-2012	OCISR	-	82713661	Aug 28 2012 1:27:28:737PM	SYSTEM\Autodocket	Realized	\$ 25.00
	OKLAHOMA COURT INFORMATION SYSTEM REVOLVING FUND(\$ 25.00)						
08-28-2012	CCADMIN02	-	82713662	Aug 28 2012 1:27:28:737PM	SYSTEM\Autodocket	Realized	\$ 0.20
	COURT CLERK ADMINISTRATIVE FEE ON \$2 COLLECTIONS(\$ 0.20)						
08-28-2012	OCJC	-	82713663	Aug 28 2012 1:27:28:737PM	SYSTEM\Autodocket	Realized	\$ 2.00
	OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND(\$ 2.00)						
08-28-2012	OCASA	-	82713664	Aug 28 2012 1:27:28:737PM	SYSTEM\Autodocket	Realized	\$ 5.00
	OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES(\$ 5.00)						
08-28-2012	CCADMIN04	-	82713665	Aug 28 2012 1:27:28:737PM	SYSTEM\Autodocket	Realized	\$ 0.50
	COURT CLERK ADMINISTRATIVE FEE ON COLLECTIONS(\$ 0.50)						
08-28-2012	LTF	-	82713666	Aug 28 2012 1:27:28:837PM	OSCN\JoAnneOlms tead	Realized	\$ 10.00
	LENGTHY TRIAL FUND(\$ 10.00)						
08-28-2012	SMF	-	82713667	Aug 28 2012 1:27:55:237PM	OSCN\JoAnneOlms tead	Realized	\$ 10.00
	SUMMONS FEE (CLERKS FEE)-2(\$ 10.00)						
08-28-2012	SMIMA	-	82713668	Aug 28 2012 1:27:59:427PM	OSCN\JoAnneOlms tead	Realized	\$ 0.00
	SUMMONS ISSUED - MAILED BY ATTORNEY-2						
08-28-2012	TEXT	-	82713656	Aug 28 2012 1:27:28:697PM	OSCN\JoAnneOlms tead	-	\$ 0.00
	OCIS HAS AUTOMATICALLY ASSIGNED JUDGE FITZGERALD, MARY TO THIS CASE.						
08-28-2012	ACCOUNT	-	82713683	Aug 28 2012 1:28:18:187PM	OSCN\JoAnneOlms tead	-	\$ 0.00
	RECEIPT # 2012-2428458 ON 08/28/2012. PAYOR:HASTINGS & ASSO TOTAL AMOUNT PAID: \$223.70. LINE ITEMS: CJ-2012-4521: \$173.00 ON AC01 CLERK FEES. CJ-2012-4521: \$6.00 ON AC23 LAW LIBRARY FEE. CJ-2012-4521: \$0.70 ON AC31 COURT CLERK REVOLVING FUND. CJ-2012-4521: \$5.00 ON AC58 OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES. CJ-2012-4521: \$2.00 ON AC59 OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND. CJ-2012-4521: \$2.00 ON AC64 DISPUTE MEDIATION FEES. CJ-2012-4521: \$25.00 ON AC79 OCIS REVOLVING FUND. CJ-2012-4521: \$10.00 ON AC81 LENGTHY TRIAL FUND.						

Balances

Party	Costs Due	Costs Paid	Balance Due	Cash Bonds	Bond Forf.	Overpayments	Holding
MASS MUTUAL LIFE INSURANCE COMPANY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
COUSINO, DENNIS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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Generic Party	\$ 223.70	\$ 223.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals	\$ 223.70	\$ 223.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Report Generated by The Oklahoma Court Information System at September 10, 2012 13:43 PM

End of Transmission.

I, Sally Howe Smith, Court Clerk, for Tulsa County, Oklahoma,
 hereby certify that the foregoing is a true, correct and full
 copy of the instrument herewith set out as appears on record
 in the Court Clerk's Office of Tulsa County, Oklahoma, this

SEP 10 2012


 Deputy



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

DENNIS COUSINO,
An Individual,

Plaintiff,

v.

AUG 28 2012

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

Case No.

CJ-2012-04521

MASS MUTUAL LIFE INSURANCE
COMPANY,
A Mutually Owned Life Insurance
Company By Members And Participating
Policy Holders Home Office Springfield,
Massachusetts,

Defendant.

Mary Fitzgerald

PETITION

COMES NOW Dennis R. Cousino, Plaintiff (Dennis Cousino), by and through his attorneys of record, Frank M. Hagedorn and Chris Hastings with Hastings and Associates P.C. and files his petition for damages against the Defendant, Massachusetts Mutual Life Insurance Company (Mass Mutual), for breach of an agreement, failure to pay disability income and breach of duty to act in good faith with respect to a disability income policy for reasons set forth herein.

1. Dennis Cousino, is 44 years of age and a resident of the city of Tulsa, Tulsa County, State of Oklahoma.

2. Massachusetts Mutual Life Insurance Company is a mutually owned life insurance company by members and participating policy holders who engages in offering to the public disability insurance policies for which disability income is paid to disabled policyholders.

Massachusetts Mutual Life Insurance Company's home office is in Springfield Massachusetts.

AUG 28 PM 1:34
SALLY HOWE SMITH
COURT CLERK

Upon information and belief, Mass Mutual is licensed to do business in the state of Oklahoma and the service agent is the Oklahoma Secretary of State.

3. Dennis Cousino is a policyholder of that by virtue of this policy, he is a member of the Massachusetts Mutual Life Insurance Company, and is entitled to vote either in person or by proxy at any and all meetings at said company.

4. Dennis Cousino's policy is described as a "disability income policy" non-cancellable -- rates guaranteed for the life of the policy continuable to the age of 65 and convertible thereafter.

5. Dennis Cousino purchased a policy whose specifications read: Insured: Dennis R. Cousino, Policy date: April 6, 1999, Issue date: which is attached hereto, and was reissued April 6, 2005, Age and sex: 31 Male, Policy No. 8,134,523 with certain amendments thereto, and adopted as part of this petition as though fully set out herein Exhibit A.

6. Dennis Cousino, on or about August 18, 2005, was evaluated and diagnosed as having cone dystrophy, maculopathy, blurry vision for which there is no known cure and is considered to be legally blind, the result of which is in fact rendering an individual to be totally disabled.

7. Dennis Cousino, from the date of the issuance of the disability income policy (except that period of time where the policy was paid as part of the distribution of disability income by Mass Mutual) paid premiums up to the present time as required by Exhibit A.

8. On or about May 1, 2006, Dennis Cousino filed a claim with Mass Mutual numbered by them as Claim No. MMFG-06-00695-01-DI for Total Disability of being legally blind after examination and evaluation of his inability to see.

9. This Court has jurisdiction over the parties and venue is proper in Tulsa County where the amount in controversy exceeds \$10,000.00.

10. After the claim was submitted by Dennis Cousino to Mass Mutual as the result of his disability in his vision, Mass Mutual made payments from May 1, 2006 through August 31, 2010. The amount of \$12,968.14 was the last monthly payment received in accordance with the terms of the policy. Mass Mutual ceased making the disability payments upon the unfounded excuse that any dividend income received by Dennis Cousino due to his investments were income earned by employment. Dennis Cousino responded to them that this conclusion was not true, incorrect and in bad faith. For approximately two years a series of correspondence between Mass Mutual and Dennis Cousino's legal counsel most of which were demands made by Mass Mutual in an attempt to avoid their responsibility and complying with their policy for which Dennis Cousino continued to make the premium payments. In addition to the disingenuous and bad faith claim that the income on the K1 of Dennis Cousino's tax return for dividends earned was in fact earned income and therefore, stopped payment on the policy and also demanded documentation prior to disability claim of May 1, 2006 as a further excuse for not complying with the policy Exhibit A for Total Disability.


11. Dennis Cousino alleges and states that he is totally disabled and has been diagnosed as such on more than one occasion by different professional experts in the field of vision and has directed that he is legally blind and therefore, cannot be employed.

12. Dennis Cousino alleges and states that the acts of Mass Mutual in failing to pay the disability income to him is a breach of the agreement between them, Mass Mutual and himself. That the failure to pay the disability income due is a breach of duty to act in good faith with respect to a disability income policy for which he has a right to receive and Mass Mutual has benefited from his payments of premiums.

13. Dennis Cousino alleges and states that the acts of Mass Mutual with respect to their acts toward him are in violation of the law and entitles him to punitive damages.

WHEREFORE, Dennis Cousino prays for judgment against Mass Mutual for the reasons set forth in this Petition for breach of the agreement and failure to pay disability income as required including a judgment for punitive damages, attorney fees, costs and other relief the Court deems just and proper.

Dated this 27th day of AUGUST, 2012


Frank M. Hagedorn Bar No. 3693
J. Christopher Hastings Bar No. 14735
Attorney at Law
Hastings and Associates
1323 East 71st Street
Suite 100
Tulsa, Oklahoma 74136